

EXHIBIT 3

2009 DEC -7 AM 10:36

MEMORANDUM OF SETTLEMENT

Case: Brendan Dunn et al v. Matthew Hyra et al

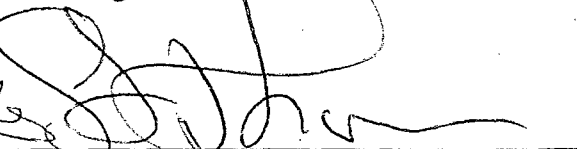
SEATTLE CITY ATTORNEY

1. Defendants agree to pay Plaintiffs the sum of \$31,000 to settle all claims arising from incidents alleged in Case No. C08-978JLR in the United States District Court Western District of Washington at Seattle;
2. In consideration of reaching this settlement, defendants agree to pay 100% of the cost of the November 19, 2009 and December 2, 2009 mediation sessions, including reimbursing plaintiffs for the \$795 previously paid;
3. In consideration of reaching this settlement, defendants agree the Seattle Police Department shall remove and not replace the officer safety alert placed by the Seattle Police Department regarding Brendan Dunn in connection with the alleged incidents described in the plaintiffs' Complaint filed in Case No. C08-0978JLR in the United States District Court Western District of Washington at Seattle, and shall remove said alert within 15 federal court days, as defined by the Federal Rules of Civil Procedure, of receiving the signed release and settlement and hold harmless agreement from plaintiffs as described in paragraph 4;
4. Plaintiffs Brendan Dunn, Jacob Erwin and Ryan Tompkins will each sign a settlement and release of all claims against the City of Seattle and all of its employees and officers and will sign hold harmless agreements consistent with this Memorandum of Settlement;
5. Defendants agree to forward the settlement funds to the Plaintiffs, made payable to "The Law Offices of Larry Hildes for the benefit of Brendan Dunn, Jacob Erwin and Ryan Tompkins," within one week of receiving from Mr. Hildes the original signatures on the documents described above;
6. The plaintiffs' claims in the pending action, Case No. C08-0978JLR in the United States District Court Western District of Washington at Seattle will be dismissed with prejudice and without fees & costs;
7. A copy of this memorandum may be introduced into evidence in any proceeding to enforce this settlement (CR2(a)); and
8. The parties agree the United States District Court Western District of Washington at Seattle, and The Honorable James L. Robart shall retain jurisdiction solely for the purpose of enforcing the terms of this settlement.

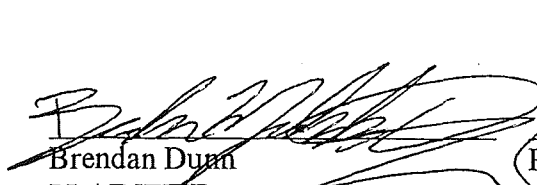
Dated: December 2, 2009

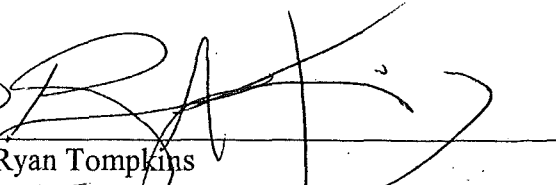



Larry Hildes
PLAINTIFFS' COUNSEL



Stephen Larson
COUNSEL FOR DEFENDANTS


Brendan Dunn
PLAINTIFF


Ryan Tompkins
PLAINTIFF


Jacob Erwin
PLAINTIFF